

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
SUE COSTELLO,

Plaintiff,

**23-CV-1553 (LGS) (VF)**

-against-

**ORDER**

PARAMOUNT GLOBAL, INC.,

Defendant.

-----X  
**VALERIE FIGUEREDO, United States Magistrate Judge**

At Plaintiff's request, the transcripts from the May 31, 2023 and June 5, 2024 conferences are attached to this order and added to the docket in this case.

- **Exhibit A:** Transcript of May 31, 2023 Remote Teleconference before the Honorable Lorna G. Schofield
- **Exhibit B:** Transcript of June 5, 2024 In-Person Conference before the Honorable Valerie Figueredo

**SO ORDERED.**

DATED: New York, New York  
June 12, 2024



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VALERIE FIGUEREDO  
United States Magistrate Judge

# **Exhibit A**

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
-----x

3 SUE COSTELLO

4 Plaintiff

5 v.

23 Civ. 01553 (LGS)  
Remote Teleconference

6 PARAMOUNT GLOBAL INC.

7 Defendant

8 -----x

9 New York, N.Y.  
10 May 31, 2023  
4:30 p.m.

11 Before:

12 HON. LORNA G. SCHOFIELD

13 District Judge

14 APPEARANCES

15 SUE COSTELLO, Pro Se

16 WEIL GOTSHAL & MANGES LLP

17 Attorney for Defendant YEHUDAH L. BUCHWEITZ

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1 (The Court and all parties appearing via remote  
2 teleconference)

3 DEPUTY CLERK: In the matter of 23 Civ. 1553.

4 Before we begin, I just want to remind everyone  
5 listening that recording or rebroadcasting of this proceeding  
6 is prohibited. Violation of this prohibition may result in  
7 sanctions. I'm going to ask the parties to please state your  
8 name when you speak each time you speak because we have a court  
9 reporter present.

10 We are here before the Honorable Lorna G. Schofield.

11 THE COURT: Good afternoon. So I understand that you  
12 may have been on the phone for awhile, so you may have heard  
13 some of the prior conference, but I just want to begin from the  
14 beginning again.

15 First of all, Ms. Costello, I assume you are not a  
16 lawyer and that you are representing yourself as a non-lawyer.  
17 Is that right?

18 MS. COSTELLO: That's correct, your Honor.

19 THE COURT: Do you want -- I think I understand the  
20 basis of your claim, but why don't you tell me about it.

21 MS. COSTELLO: Okay. In July of 2017 I had a meeting  
22 with Leslie Moonves, who is the head of CBS Corporation. He  
23 had originally given me my first two TV deals. This was my  
24 third time around with him, attesting to my talent and my  
25 ability. So I had a meeting with him about doing my TV show.

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1 He told me that he wanted to do the TV show. He sent me to the  
2 head of casting, which casting sent me to the rest of  
3 executives of CBS. They flew me out to CBS to pitch my TV  
4 show. I pitched my TV show. There was a lot of back and forth  
5 and harassment that went on in between that I'm not sure if you  
6 want me to go into right now or if you just want me to keep it  
7 broad, but --

8 THE COURT: Let's keep it at a summary.

9 MS. COSTELLO: Okay. So then they offered me a TV  
10 deal. I negotiated it with the head counsel of CBS  
11 Corporation, Jonathan Anshell. That was in June of 2018.  
12 Three weeks later, in July, a Rona Barrett article came out  
13 about Moonves being -- having sexual assault allegations  
14 against him, and then every single day after that, articles  
15 kept coming out about him ruining women's careers and paying  
16 women off. And so my deal stated very specifically that I am  
17 to send my script -- this is my third deal, so I'm very well  
18 versed in how the business goes. Once the deal is closed, you  
19 get sent into development. My deal says that I am to send my  
20 script to the head of comedy development at CBS Studios in  
21 order to get paid under WDA contract, which is my union.

22 CBS had sent me the initial payment for my script on  
23 signing, and then I never heard from anybody. Comedy  
24 development never came to me. So I contacted the only person I  
25 had a contact for, which was Jonathan Anshell, and I asked him

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1 what was going on with my deal, and he said to me, "We have  
2 deals with other women. What do you want?" And I said, "I  
3 want to proceed with my contract, with the terms of my  
4 contract. I want to send my script to the head of comedy  
5 development CBS Studios." He hung up the phone. He sent me an  
6 email that said, "Now that I've made allegations against Les  
7 Moonves, I need to send you to our internal investigation."

8 THE COURT: Wait. Wait. Wait. Did you make  
9 allegations against --

10 MS. COSTELLO: None. None.

11 THE COURT: Did you say anything about, "Oh, those  
12 things have happened to me" or "I've seen what's happened to  
13 other women"?

14 MS. COSTELLO: Never. Never. Nothing. Nothing.  
15 Nothing.

16 THE COURT: What do you -- so he was just out of  
17 nowhere saying, "Now that you've made allegations"?

18 MS. COSTELLO: Yes, out of nowhere.

19 THE COURT: Okay, go ahead.

20 MS. COSTELLO: **And then so the internal investigation**  
21 **contacted me, and I was like, "I don't need to go to the**  
22 **internal investigation. I have a television deal. I want to**  
23 **move forward with my television deal."**

24 So I didn't go to the internal investigation. I went  
25 to the WDA, which is my union. The head attorney for WDA

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1 contacted Jonathan Anshell and said to hold him to the  
2 contract, and he said to send the script to Tom Sherman, but  
3 Jonathan Anshell and Tom Sherman were the only two executives  
4 at CBS that I had any contact with prior to this.

5 THE COURT: Okay.

6 MS. COSTELLO: My deal says that I send my script to  
7 the head of comedy development. Jonathan told the WDA to have  
8 me send my script to Tom Sherman. That was not in the lines of  
9 the contract. So then I got an attorney, I hired an attorney.  
10 The attorney called Jonathan, and then Jonathan lied to the  
11 attorney, then Jonathan lied to me about what the attorney  
12 said.

13 I got rid of the attorney. Then I went back to  
14 Jonathan. Jonathan -- I have emails -- I have a hundred emails  
15 of me asking them to let me proceed -- begging them to let me  
16 proceed with my deal. I have emails from Jonathan lying that I  
17 had a deal, I don't have deal, the deal expired. And this is a  
18 pattern of abuse that I can prove that they did time and time  
19 again to me.

20 And then I went to Joe Ianniello, the head CEO, I went  
21 to the board of directors, I went to Robert Backish, I went to  
22 everybody trying to proceed with my deal. They ignored me and  
23 shut it down.

24 And then that's when I filed a police report, because  
25 when I pitched my show back in the spring, they pushed me out

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1 of the room and took my idea. The reason why I did the deal  
2 with them was to protect me from them stealing my idea, and in  
3 deal the second paragraph in my signed letter says that I can  
4 buy my script back immediately if they pass on it.

5 So they did not abide by any of the terms of the  
6 contract. And what happened was, so then I filed a police  
7 report because I wanted to protect my idea, and because of all  
8 the confusion with the #MeToo, I couldn't get anybody to  
9 represent me. Nobody was understanding what was going on until  
10 the New York Attorney General's office called me into their  
11 office and they showed me the email between Leslie Moonves, Gil  
12 Schwartz and Jonathan Anshell saying that they gave me the  
13 deal behind me back, and also another email from Leslie Moonves  
14 saying, "I feel bad. Tell them how much I like her." That's  
15 when I knew that they had committed fraud, and that's when I  
16 filed my lawsuit

17 THE COURT: Okay. What I would like to do before we  
18 get too far afield, I'll hear from the lawyer for the  
19 defendant. But what I would like you to do is just -- I  
20 understand you had various arguments about a motion to dismiss.  
21 We won't get into those yet. Just give me a very short summary  
22 that is responsive to what we just heard.

23 MR. BUCHWEITZ: Sure, your Honor.

24 THE COURT: If you know or have anything. You may not  
25 be in a position yet.



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1 MR. BUCHWEITZ: Yes, your Honor.

2 So Ms. Costello does in fact have a contract. She was  
3 paid 15 percent at signing. The next step in the contract was  
4 submitting a script, at which point she would receive the next  
5 payment. She was told repeated that she could submit her  
6 script, and she would get the next payment, and she never has.  
7 It's that simple.

8 THE COURT: Okay. Is the contract terminated now? Is  
9 it still an option for her to submit the script?

10 MR. BUCHWEITZ: I think there's a question of whether  
11 it's still open; but I told her last year when I spoke to her  
12 on the phone, if she submits the script, we'll consider it.  
13 And she still didn't.

14 THE COURT: Okay. Let's talk about litigation for a  
15 minute. I don't know how much you are familiar, Ms. Costello,  
16 with lawsuits and sort of the various steps in the lawsuits,  
17 but as I explained in the other case, there is a very  
18 preliminary step that comes first, and there is even a step  
19 before the one I discussed in the other case; and, that is, I  
20 need to make a determination that you are -- you and your case  
21 are properly before me. And that is something I have to assure  
22 myself of before I go any further. If you should be litigating  
23 in state court, for example, or if you should be arbitrating,  
24 for example, then with you don't belong before me. And that's  
25 a legal question and that's a legal question I have to answer

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1 first.

2 What the defendant has said here, among other things,  
3 is that there was an arbitration provision in your agreement,  
4 and that because of this arbitration provision, this lawsuit is  
5 required to be arbitrated. And if that's the case, then it is  
6 something that I won't and could not adjudicate. It's  
7 something that I would have to refer to arbitration. I  
8 understand that you are -- you've cited the Ending Forced  
9 Arbitration of Sexual Assault and Sexual Harassment Act of  
10 2021, but under the law, that statute doesn't have a  
11 retroactive effect. It only applies to claims that accrued on  
12 or after March 3, 2022, which is the day that it was actually  
13 signed into law. And the events that occurred here happened  
14 before March 3, 2022. So that's the question that I have to  
15 decide first.

16 So what I am going to do is I am going to set a  
17 schedule for just that motion, so that I can decide that first  
18 and see whether we belong in this court. And that is a motion  
19 that the defendant writes and submits and files in court. And  
20 then you have an opportunity to file a response. I should tell  
21 you though that because you're not a lawyer, I am, of course,  
22 interested in whatever arguments you want to make, but it's  
23 basically a legal question. And so I won't just rely on what  
24 the defendant says. I will, of course, do my own research and  
25 my own legal analysis to determine what the correct legal

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1 answer is, and you can certainly put in your response to assist  
2 me doing that or to tell me about the -- the statute that you  
3 referenced or whatever else you want to put in it, but I just  
4 want to reassure you that it isn't held against you that you  
5 are not a lawyer or that you don't have a lawyer in the  
6 lawsuit.

7 And then I typically, but not always, get a reply from  
8 the party that filed the motion because they have the burden of  
9 proving that they're correct.

10 So my question for Mr. Buchweitz is, when would you  
11 like to file your motion? I'm limiting it to the motion to  
12 compel arbitration.

13 MR. BUCHWEITZ: Okay. And everything else would be  
14 reserved, if necessary, for a future date?

15 THE COURT: Yes. Yes.

16 MR. BUCHWEITZ: Okay. Okay. Two weeks?

17 THE COURT: Okay. Two weeks is fine.

18 And then, Ms. Costello, how long would you like to put  
19 in a response?

20 MS. COSTELLO: Two weeks, please.

21 THE COURT: All right.

22 MS. COSTELLO: Your Honor, may I ask a question?

23 THE COURT: Yes, of course.

24 MS. COSTELLO: I'm accusing them of fraud. I can  
25 prove that they committed fraud, so that negates the contract,

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1 that makes it void. So how does that --

2 THE COURT: What you can do is put in your response  
3 that exactly what you just told me; that you're alleging fraud,  
4 and you believe that that negates the arbitration provision.

5 MS. COSTELLO: Okay.

6 THE COURT: And that, of course, is something that I  
7 would look into. And I'm going to schedule a date for a reply  
8 brief. Why don't I schedule it for -- is a week okay for  
9 reply, Mr. Buchweitz?

10 MR. BUCHWEITZ: Probably. Just trying to figure out  
11 what day that falls on. I'm sorry.

12 THE COURT: Okay, let me --

13 MR. BUCHWEITZ: I'm okay. I got my calendar here. If  
14 you wouldn't mind, I'm away that week. Can I do Monday of the  
15 following week?

16 THE COURT: Of course, that's fine. So why don't we  
17 do Tuesday, so you're not working all weekend.

18 MR. BUCHWEITZ: Okay.

19 THE COURT: We'll do it Tuesday of the following week.  
20 So each of the first two submissions is limited to 25 pages, no  
21 more than 25 pages, and the reply is limited to 10 pages.  
22 Okay?

23 So I think that is everything we need to discuss right  
24 now. I want to deal with that issue before we deal with  
25 anything else because if I am not adjudicating this, then I

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1 shouldn't be entertaining any other applications or motions.

2 But I will try and get that decided quickly so we can  
3 figure out what step comes next.

4 Is there anything else, Ms. Costello? Do you have any  
5 questions or anything you want to the ask or raise?

6 MS. COSTELLO: Yes, I have a question about, did you  
7 tell me what the date was two weeks after the date when my  
8 reply is going to be do or will I get that through email?

9 THE COURT: What I am going to do is a written order.  
10 But let me just look at a calendar so there is no question  
11 about this. Today is 31st. June 14 would be the date for his  
12 motion. June 28 would be the date for your response. And  
13 July 11 would be the date for the reply. Why don't we say the  
14 12th for the reply instead because I just noticed the 4th of  
15 July weekend is in there. We'll say July 12 for the reply.  
16 And I will put it in a written order.

17 Ms. Costello, do you have access to pacer so that you  
18 see what's on the docket, or by mail?

19 MS. COSTELLO: Yes. Yes. Both, I get it through  
20 email and on the docket.

21 THE COURT: Perfect. I'll put the order on the  
22 docket, and you should be able to see it.

23 All right. So we are adjourned. I will let you get  
24 off the phone. There is one more matter. I am going to get  
25 off the phone as well. (Adjourned)

# **Exhibit B**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re: :  
COSTELLO, : Docket #23cv1553  
Plaintiff, :  
- against - :  
PARAMOUNT GLOBAL, INC., : New York, New York  
June 5, 2024  
Defendant. :  
----- :

PROCEEDINGS BEFORE  
THE HONORABLE VALERIE FIGUERO, D  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For Plaintiff: SUE COSTELLO, Pro Se  
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Quincy, Massachusetts 02171  
For Defendant: WEIL, GOTSHAL & MANGES LLP  
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Proceedings recorded by electronic sound recording; Transcript  
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<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-Direct</u>	<u>Re-Cross</u>
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None

E X H I B I T S

<u>Exhibit Number</u>	<u>Description</u>	<u>ID</u>	<u>In</u>	<u>Voir Dire</u>
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None



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THE CLERK: Good morning, Your Honor, this is the matter of Costello v. Paramount Global, Inc., case number 23cv1553. Plaintiff, can you please state your appearance for the record.

MS. SUE COSTELLO: Sue Costello.

THE CLERK: Defense.

MR. YEHUDAH BUCHWEITZ: Yehudah Buchweitz, Weil Gotshal for Paramount Global. Good morning.

THE COURT: Good morning, everyone. So since Ms. Costello's pro se and this case just recently got assigned to me, I typically like to have cases with pro se plaintiffs or defendants in court so you have an opportunity to talk to me, tell me anything that you'd like to raise. And so I scheduled the conference for that reason and then also because you had submitted various letters on the docket raising certain issues. So I just wanted to give you an opportunity to address those.

I will say, because this case just came to me relatively recently from Judge Schofield, I haven't otherwise been involved in the case. So I'm happy to hear I guess, Ms. Costello, if there's any issues you want to raise or discuss with me.

MS. COSTELLO: Thank you very much for your

1  
2 time and thank you for meeting me in person. I really  
3 appreciate that because this has been a very long fight,  
4 seven years. In July it'll be seven years since I met  
5 with (indiscernible) to do my TV show. So here we are,  
6 thank you.

7 First of all, I have to bring to this Court's  
8 attention the abuse, just the absolute horrific abuse  
9 that I've suffered and the manipulation and the lies and  
10 the fact that the defendant has used the press, the New  
11 York Attorney General's Office, and now is using the  
12 court to sexually harass me.

13 THE COURT: To? Did you say sexually harass  
14 you?

15 MS. COSTELLO: To sexually harass me. This has  
16 been a very complicated case because they're sexually  
17 harassing me by trying to force me into looking like  
18 somebody who had a sexual situation with Les Moonves.  
19 That's why it's so complicated, that's why people had  
20 such a hard time figuring out what was going on.

21 I was brought into the New York AG's Office on  
22 April 5, 2022. I never knew what was going on with my  
23 deal. I had no idea why they weren't honoring it and  
24 why they were blocking me or why they were harassing me  
25 like they were until I went into the New York Attorney

1  
2 General's Office and was bullied, harassed, humiliated,  
3 and sexually abused for three hours like I was some sort  
4 of sexual, like I was trying to extort them for  
5 something sexual. Three hours.

6 THE COURT: Can I ask you a question? Are  
7 these allegations in your complaint?

8 MS. COSTELLO: Yes, everything's in the  
9 complaint.

10 THE COURT: Okay.

11 MS. COSTELLO: It's in the call, the conference  
12 call. I've said it all along. I tried to file under  
13 H.R. 445 and the judge dissuaded me from filing under,  
14 and it's not true, she said that in March 2022 is when  
15 the law went into effect. Well, April 2022 falls under  
16 that statute. I have all the emails right here from the  
17 Attorney General's Office that, the way that they framed  
18 me in the Attorney General's Office. They sent me the  
19 emails. They also proved the fraud that the defendant  
20 committed fraud with my television contract.

21 So what they did was they gave me a television  
22 contract with the intent to frame me into the Les  
23 Moonves sexual allegations.

24 THE COURT: And let me just ask, are these  
25 emails attached to your complaint?

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MS. COSTELLO: No, because they wouldn't give them to me while they were doing their investigation. And I asked Judge Schofield if I could submit them; she denied it. I asked if I could argue for H.R. 445. She dissuaded me from it. I asked if I could reargue my fraud case once I had these, and the judge denied it, which was, it was in my right to reargue, and she didn't let me reargue it.

THE COURT: Can I just ask a question of Mr. Buchweitz.

MR. BUCHWEITZ: Yes, Your Honor.

THE COURT: I'm sorry for mispronouncing --

MR. BUCHWEITZ: No, you got it right.

THE COURT: Okay. Can you just remind me of the procedural postures?

MR. BUCHWEITZ: Yes. The complaint was filed in 2023, February 2023. There was a preliminary conference with Judge Schofield on May 31. We had done a premotion letter to move to compel arbitration as well as other grounds. The judge said limit your motion to motion to compel arbitration. We did so. It was fully briefed in the summer of 2023. Ms. Costello had an opportunity to put in all of her arguments in response. And in February of 2024 the order came down compelling

1  
2 arbitration. Each of the points that have come up in  
3 various correspondence, whether the H.R. was retroactive  
4 effect, whether there was unconscionability were all  
5 well addressed in full in the judge's order in February  
6 2024.

7           At that point in time, the Court said the case  
8 is stayed pending Ms. Costello filing arbitration.  
9 There were a number of dates for when a status report  
10 would be due. At each of these points no arbitration  
11 was filed, and it's still the status today. There was  
12 supposed to be a status report filed as yesterday or two  
13 days ago, Monday, June 3, but Your Honor granted a  
14 request from Ms. Costello to extend her time to file the  
15 arbitration to July 1, 2024.

16           Based on the prior orders, you know, the things  
17 that Judge Schofield said was that if arbitration was  
18 not filed by first it was a date in April, then June 3,  
19 the case may be dismissed for failure to prosecute, and  
20 the status is as I described it, she has until July 1,  
21 2024 to file arbitration in JAMS this agreement to  
22 arbitrate that was entered in 2017.

23           MS. COSTELLO: And my argument is that that  
24 arbitration clause and the contract are both void  
25 because it falls under, first of all, it could be either

1  
2 H.R. 445 or a fraud, either one. I have all the proof  
3 of it. The judge did not let me argue everything the  
4 way that I wanted to argue it. She did not let me  
5 reargue the fraud. She did not let me argue H.R. 445  
6 either. So those things are lies. I have the  
7 transcript of the call.

8           On the call the judge put words in my mouth to  
9 lead me to sound like I was saying that something sexual  
10 happened to me with Les Moonves. This whole thing has  
11 been to frame me into the MeToo movement, and their  
12 arbitration move, that's the only move they have. That  
13 was the only move they have was to put me into  
14 arbitration so that they can continually harass me.  
15 There's proof in the press they did it to Eliza Dushku.  
16 They framed her and tried to ruin her career in  
17 arbitration. She broke her NDA through the arbitration  
18 because they had done that to her during the MeToo  
19 movement.

20           THE COURT: So, Ms. Costello, I don't - I'm not  
21 trying to - I guess I'm a little restricted in what I  
22 can do at the moment given that Judge Schofield already  
23 addressed whether you have to go to arbitration. I  
24 can't just undo what she did there. And it seems like  
25 your case here would be stayed, so you wouldn't lose the

1  
2 opportunity to continue litigating here once you finish  
3 with the arbitration.

4           So it seems like it would be in your best  
5 interest to just also file for the arbitration and go --

6           MS. COSTELLO: Well, I don't feel safe.

7           THE COURT: You don't --

8           MS. COSTELLO: I do not feel safe going into  
9 arbitration with the vicious, horrific, I mean it's been  
10 - I don't understand what's going on here. It's been in  
11 the press the way they treat women. Their internal  
12 investigation, I've been harassed by the press, Rachel  
13 Abrams, because she got the leak of the internal  
14 investigation. She came to me and started harassing me.  
15 They've harassed me, they've abused me. I don't feel  
16 safe. I would go into arbitration, I would do whatever  
17 I needed to do to protect myself from what they did to  
18 me with my television deal. But I do not feel safe.  
19 And there's a precedent set with the way that they treat  
20 women in arbitration.

21           THE COURT: Well, so --

22           MS. COSTELLO: That's why I went to the judge.

23           THE COURT: And so I hear you on these  
24 concerns. The arbitration would be with JAMS. It's a  
25 completely neutral third party. It wouldn't just be --

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MS. COSTELLO: It was neutral when Eliza Dushku was in there as well.

THE COURT: No, and I understand that, but I guess the problem is there's not much I can do at the moment --

MS. COSTELLO: Okay.

THE COURT: -- if you have an order from Judge Schofield --

MS. COSTELLO: Okay, but my concern is also that Judge Schofield worked for the law firm that did the internal investigation that I want to bring forth in court. So I have a very big concern about that too, and I want that on the record. I have a very big concern of how she put words into my mouth during the transcript to lead me to talk about that Les did something sexual to me. I have huge concerns about the fact that she didn't let me reargue the fraud. I have huge concerns that she took a year to make a decision on the motion. And from my understanding those are all bases for me to be able to file a complaint.

So I am not going to be forced into arbitration when I have the right to file under H.R. 445 and fraud and I wasn't allowed to argue this correctly. So --

THE COURT: So I guess you've made a few



1  
2 points. I just want to respond to them as best I can.  
3 Presumably, you would've raised the issue with whatever  
4 law firm Judge Schofield worked before. You raised that  
5 with her?

6 MS. COSTELLO: Uh huh.

7 THE COURT: Okay. So typically, you know, it's  
8 up to every judge to decide on what basis to recuse  
9 themselves, so you would've --

10 MS. COSTELLO: I only raised it after the fact  
11 - excuse me, I only raised it after the fact when I  
12 realized how unfair she was being to me, and I've spoken  
13 to other people who I've gotten consultations with  
14 attorneys who said that she wasn't following the law,  
15 that she was being unfair, and that she was looking  
16 extremely biased to the defendant.

17 THE COURT: Well, so, but, again, on that basis  
18 there's really, again, not much I can do because it's up  
19 to each judge to decide when to recuse themselves if  
20 it's necessary. So if you raised the issue with her and  
21 she found that there wasn't any basis for a recusal,  
22 that's not something I can --

23 MS. COSTELLO: Well, she sent it to you though.

24 THE COURT: She sent me the case - she's still  
25 the district judge on the case --

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MS. COSTELLO: I know, but she sent it to you as soon as I raised the issue. So I have extreme concern about that too. I want all this on the record.

THE COURT: We're, we are - there's a recorder --

MS. COSTELLO: Good.

THE COURT: -- and it'll be transcribed --

MS. COSTELLO: And a transcript that I have here has either been doctored or whoever wrote this transcript was very incompetent. They wrote Rona Barrett instead of Ronan Farrow. I want it on the record Ronan Farrow.

THE COURT: So, again, this conference will be transcribed. We will order the transcript, it would be put on the docket --

MS. COSTELLO: Right, but this transcript is not what I said on the call.

THE COURT: Yes, and --

MS. COSTELLO: And Rona Barrett is a 92-year-old gossip columnist from the 70's, and Ronan Farrow is the journalist that broke the MeToo story. So I want that very clear.

THE COURT: Okay, and so, and, again, the court reporters are, you know, work very hard and they're very

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diligent, but sometimes names --

MS. COSTELLO: There's no confusion. When I say Rona Barrett or I say Ronan Farrell, there is no confusion.

THE COURT: And I understand that, and you've made it clear that there was a mistake in that transcript. Do you have the date of the conference just so --

MS. COSTELLO: Yes, I do.

THE COURT: -- it's absolutely clear.

MS. COSTELLO: I have the whole conference. I have the whole script right here.

THE COURT: I just need the date --

MS. COSTELLO: And I have the words that the judge said to me when I was talking. I also have that she interrupted me when I was trying to talk about the fraud. There's extreme bias going on right here, and I'm not going to stand for it. I'm not going to be pushed around. I'm not. I want that on the record.

THE COURT: So, again, all this is on the record. Just to go back to a few points that you made. It's, again, it sounds like Judge Schofield issued an order compelling arbitration. I understand you think she has a bias or a conflict --

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MS. COSTELLO: I also think it's illegal what she's doing.

THE COURT: And that's --

MS. COSTELLO: It's absolutely illegal. I fall under the H.R. 445 --

THE COURT: And --

MS. COSTELLO: The Attorney General sexually harassed me on April 5, 2022.

THE COURT: And --

MS. COSTELLO: I have all the emails. I'll show you exactly how they framed me and how they made it out. I have emails where Jonathan Ansel (phonetic), Les Moonves, that's how they were planning on how they kept the deal small. I have every single email. I have every email that was in the Attorney General's Office, and I have my side of the emails. So I can prove the framing. I'm not going to be pushed around, and I'm not going to settle for this transcript with the judge was pushing me to try to say that Les Moonves sexually harassed me. I'm not doing it. Because that constitutes the judge sexually harassing me. Okay? So that's on the record. The New York Attorney General sexually harassed me, and then the judge did it. If you'd like me to read what it says exactly, I'll say it.

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THE COURT: No, I mean I don't think you need to read it, but I think what we're losing sight of is what I help you with. And --

MS. COSTELLO: I'm not losing sight of anything. I just want this on record so that I can make sure that when I go after the judge, I have this on the record, and that you're very aware of what I told you. I want to make sure that everybody is very aware of what I told them. That's what I'm doing here today.

THE COURT: Okay, and then so, and for those purposes, again, this is going to be transcribed, I'll put it on the record. You will receive a copy.

MS. COSTELLO: It needs to be on the docket.

THE COURT: Yes.

MS. COSTELLO: This one wasn't on the docket.

THE COURT: Do you have the date of that conference?

MS. COSTELLO: Yes, I do. I have the whole thing right here.

THE COURT: I just need the date.

MS. COSTELLO: May 31, 2023 at 4:30 p.m.

THE COURT: May 31, 2023?

MS. COSTELLO: Yes. But I really do want to read what the judge said to me. I want it on the record

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2 that, I want it.

3 THE COURT: Well, so if that's a transcript  
4 from a conference with the judge, I'll go on the docket.  
5 If it's not there, I'll make sure it's uploaded --

6 MS. COSTELLO: It's not on the docket. I had  
7 to request it.

8 THE COURT: Okay, and I --

9 MS. COSTELLO: It's another one of my concerns  
10 is that this call where I say everything that I said in  
11 my claim, everything that I've said I never wavered on  
12 my story. Everything is the same. I don't know what's  
13 going on, why everybody is trying to force me into  
14 arbitration when I have a legitimate case to go to  
15 court. I want to go to court.

16 THE COURT: And so, okay, a few things. I will  
17 look at the docket and make sure that the transcript  
18 from May 31 is on the docket.

19 MS. COSTELLO: Thank you.

20 THE COURT: The transcript from today will be  
21 on the docket.

22 MS. COSTELLO: Thank you.

23 THE COURT: I understand you want to be in  
24 court. It sounds like Judge Schofield found that there  
25 was an agreement that required you to arbitrate. The

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case isn't going to be dismissed --

MS. COSTELLO: Yeah, and the agreement was fraudulently induced. They're the ones - can you ask the defendant these questions? This is what I want you to ask him so we can clarify on the record. I just want these questions answered on the record. Is it customary to pay somebody for a script and then not go after them for what they bought? I would like the defendant to answer that question.

THE COURT: But this isn't - this isn't really that type of proceeding, and so this is what I think, if you want these questions answered, you have a venue which is the arbitration with JAMS where you can raise these issues.

MS. COSTELLO: But I shouldn't be going to arbitration.

THE COURT: But the judge already ruled that you have to.

MS. COSTELLO: Right, the judge ruled wrong.

THE COURT: And I get that --

MS. COSTELLO: Yes.

THE COURT: -- and what you can do is you can go to arbitration, and then if you need to appeal her determination once you get a final judgment here --

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MS. COSTELLO: But why would I go to arbitration and then appeal her decision? Why don't I just appeal her decision beforehand?

THE COURT: I don't think you have a final judgment here to appeal.

MS. COSTELLO: Just based on the arbitration motion.

THE COURT: I don't --

MS. COSTELLO: I thought it wasn't appealable if you went to forced arbitration.

THE COURT: Actually --

MS. COSTELLO: It's not.

THE COURT: -- do you happen to know?

MR. BUCHWEITZ: Under the FAA the denial of a motion to compel arbitration is appealable, but the grant of a motion to compel arbitration is not.

MS. COSTELLO: Yes, so I'm not going to go into - that's the only reason. I want to be very clear, I have been nothing but fair. This is my third television deal with CBS. The first two were absolutely fine. This third one happened when they tried to frame Les Moonves into the MeToo movement. They blocked my deal. I had to deal with them, and as soon as I wouldn't go along with saying sexual things about Les Moonves, they



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2 retaliated against me. They've used the New York  
3 Attorney General's Office, now they're using the court.  
4 They've used the press to retaliate against me. And I  
5 don't feel safe going into arbitration, and I'm covered  
6 under H.R. 445. April 25, 2022 is within the statute of  
7 H.R. 445.

8 THE COURT: Okay. So I'm not sure - I'm going  
9 to try to be as clear as possible, and I'm really not  
10 trying to be dismissive in any way. It's just my,  
11 there's not much I can do for you given a ruling that  
12 you have to go to arbitration. And so --

13 MS. COSTELLO: Okay, can I just interrupt you  
14 for one second?

15 THE COURT: Yes --

16 MS. COSTELLO: Because I want to be very clear.

17 THE COURT: -- no, go ahead.

18 MS. COSTELLO: You just told me to go to  
19 arbitration and then to appeal it. I know for a fact  
20 that I can't do that. So you're giving me advice that  
21 goes against what the law is. So --

22 THE COURT: Well, I'm not --

23 MS. COSTELLO: -- I'm having concerns about  
24 that too. I'm a pro se attorney, litigant. The court  
25 is supposed to be fair.

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THE COURT: Yes, I'm not giving you legal advice, and what I indicated, was once you have a final judgment, so you can't appeal a decision right now that you were sent to arbitration, but once everything's completed, you might be able to appeal then.

MS. COSTELLO: Might.

THE COURT: Well, I'm not your attorney, so I don't, and I was definitely never an arbitration lawyer, so --

MS. COSTELLO: Well, but the attorney just, for the defendants just said that I cannot appeal the judgment with the --

THE COURT: You cannot appeal right now the decision to --

MS. COSTELLO: I understand that.

THE COURT: -- compel arbitration, but that's different than once you finish the whole process. But in any case, I did give you a deadline which, based on the various other deadlines that Judge Schofield had set --

MS. COSTELLO: Right, and in good faith I have been talking to JAMS.

THE COURT: Okay, well, that's good. And so I think it seems like it would be in your - I would

1 21  
2 encourage you to file whatever you're going to file for  
3 arbitration by July 1. If you need a little bit more  
4 time, I'm happy to give you more time.

5 MS. COSTELLO: I do need a little more time  
6 because, as I mentioned, my father and my brother died  
7 during this year while I've been going through this.

8 THE COURT: All right, I'm really sorry to hear  
9 about that --

10 MS. COSTELLO: Yeah, well, that's what the  
11 defendant has done to me. They sexually harassed me.  
12 They've harassed me. They interrupted my career. They  
13 physically robbed me. I have a police report from when  
14 they robbed me, and the court is somehow just siding  
15 with them. And my father and my brother died this year  
16 while I've been, right around the time when this  
17 conference call happened, and I have the conference call  
18 that's not even, it's doctored, it's not even right. So  
19 I do need more time.

20 THE COURT: Okay, so, again, I'm happy to give  
21 you more time --

22 MS. COSTELLO: Thank you. Till when?

23 THE COURT: So today is June 5, and the  
24 previous deadline was July 1. I can give you till the  
25 end of July, and that's nearly two full months.

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MS. COSTELLO: Okay.

THE COURT: Okay.

MS. COSTELLO: Thank you, because that's what I requested originally.

THE COURT: So the last day in July that's a business day is July 31. So I'll enter an order extending the deadline by July 31. But absent extraordinary circumstances that deadline can't get extended again.

MS. COSTELLO: Yes, and I appreciate you meeting with me because I understand that you haven't been part of this, but every time I meet with somebody new, the defendant frames it and then they attack me, and then I have to defend myself. This has been going on for seven years. So even if we go into arbitration, the defendant's going to be just as dirty as they've been all along. So I have to prepare myself completely --

THE COURT: Okay, and

MS. COSTELLO: -- to all their dirty tactics.

THE COURT: And that's why I'm happy to give you more time --

MS. COSTELLO: Thank you.

THE COURT: -- to prepare the filing --

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MS. COSTELLO: Thank you.

THE COURT: -- for arbitration. But because, again, there's, given the posture of the case, I would urge you file something by July 31. Is there anything else?

MS. COSTELLO: No. That's it. I appreciate it, and I'm going to make sure --

THE COURT: Okay, and I will --

MS. COSTELLO: The transcripts are both going to go on the docket.

THE COURT: Yes, I will put the transcript for May 31 on the docket, 2023, and I will put the transcript from today on the docket.

MS. COSTELLO: Thank you very much. I really appreciate you meeting with me.

THE COURT: Okay, no problem.

MS. COSTELLO: Thank you.

THE COURT: Thank you so much, everyone.

MR. BUCHWEITZ: Thank you.

(Whereupon the matter is adjourned.)

C E R T I F I C A T E

I, Carole Ludwig, certify that the foregoing transcript of proceedings in the case of COSTELLO v. PARAMOUNT GLOBAL, Docket #23cv1553, was prepared using digital transcription software and is a true and accurate record of the proceedings.

Signature Carole Ludwig

Carole Ludwig

Date: June 6, 2024